and used it illegally to carry liquor in Virginia, where it was seized and forfeited under a Virginia statute (Acts 1918, p. 612). *Held,* the forfeiture was valid, notwithstanding the owner was unaware of the illegal use of the automobile. *Buchholz* v. *Commonwealth* (Va., 1920), 102 S. E. 760.

Two conflicting views stand out in cases involving statutory forfeiture of chattels for illegal use. The one is that the necessity of the situation demands a liberal construction of the statutes involved, to the end of giving efficacy to the law. *U. S.* v. *Stowell,* 133 U. S. 1; *U. S.* v. *One Saxon Automobile,* 257 Fed. 251; *U. S.* v. *Two Bay Mules,* 36 Fed. 84. The other view is that the usual strict construction of criminal statutes should be adhered to. *U. S.* v. *One Cadillac Eight Automobile,* 255 Fed. 173; *State* v. *Davis* (Utah, 1919), 184 Pac. 161. The courts sustaining the former construction favor the view that such proceedings are *in rem,* the chattel itself being the wrongdoer, and that therefore the *animus* of the owner is immaterial. *U. S.* v. *Two Barrels of Whisky,* 96 Fed. 479. But in other instances it has been considered that the proceedings are criminal in their nature and directed against the owner of the chattel. *Boyd* v. *U. S.,* 116 U. S. 616. In this view of the matter, the guilt or innocence of the owner is, of course, controlling. In the principal case the court adopts the liberal view of the statute, but does not go so far as to declare that the forfeiture would have been valid had the custody and possession of the machine been taken from the owner by a thief, without the owner's knowledge. Such was not the fact in the instant case because, although the chauffeur had stolen the car under the law of the District of Columbia, still he had originally been entrusted with the custody by the owner, who thereby assumed the risk of subsequent illegal operation. It has been held that such statutes as the one here in question do not effect a taking of property without due process of law, but are within the police power of the state, provided the parties interested are given notice and have an opportunity to be heard in a judicial proceeding. *Kansas* v. *Ziebold,* 123 U. S. 623. The justification for the holding in the principal case, which is unquestionably harsh, would seem to lie in the apparent inability to meet a situation of great public concern otherwise than by sanctioning hardship in certain individual cases in the interest of the greater public welfare.

MORTGAGES—CONVEYANCE SUBJECT TO MORTGAGE—EXTENSION OF TIME TO GRANTEE—MEASURE OF DISCHARGE.—Mortgagor conveyed premises to grantee, who took subject to the mortgage. Mortgagee extended time to grantee by agreement without consent of the mortgagor. In a suit for foreclosure, *held,* the mortgagor as a surety is completely released from personal liability, regardless of the value of the land, and the mortgagee cannot recover a deficiency judgment against the mortgagor. *Braun* v. *Crew et ux.* (Cal., 1920), 192 Pac. 531.

When, upon conveyance of the mortgaged premises, the grantee of the mortgagor assumes payment of the mortgage, the grantee becomes personally liable for the whole debt, *Johns* v. *Wilson,* 180 U. S. 440; and as is

often said, becomes the principal debtor, and the mortgagor a surety for that debt. *George* v. *Andrews,* 60 Md. 26; *Poe* v. *Dixon,* 60 Ohio St. 124. As in other cases of suretyship, an extension of time made by the mortgagee-creditor to the grantee-principal, without the consent of the mortgagor-surety, will release the mortgagor. *Union Mutual Life Ins. Co.* v. *Hanford,* 143 U. S. 187. And this release is complete from all liability for any of the mortgage debt. *Calvo* v. *Davies,* 73 N. Y. 211. On the other hand, when the grantee does not assume the mortgage debt, but takes the premises subject to the mortgage, he is under no personal liability for that debt. *Elliot* v. *Sackett,* 108 U. S. 132; *Fiske v. Tolman,* 124 Mass. 254; *Metropolitan Bank* v. *St. Louis Dispatch Co.,* 149 U. S. 436. In such a case the land remains liable, and becomes, moreover, the primary fund for the payment of the debt. *McNaughton* v. *Burke,* 63 Neb. 704; *Lamka* v. *Donnelly,* 163 Ia. 255. Even here the land is considered the principal debtor and the mortgagor becomes the surety for the payment of the mortgage debt, with all the incidents and equities of a surety, *Sime* v. *Lewis,* 112 Minn. 403; or at least a quasi-surety. *Gottschalk* v. *Jungmann,* 79 N. Y. Supp. 551. But clearly the mortgagor is a surety only up to the value of the land; beyond this he is still the principal debtor. *Travers* v. *Dorr,* 60 Minn. 173; *Murray* v. *Marshall,* 94 N. Y. 611. Applying the doctrine of suretyship, that an extension of time given by the creditor to the principal without the consent of the surety discharges the surety, the mortgagor is discharged by an extension given to the grantee by the mortgagee. *Metzger* v. *Nova Realty Co.,* 214 N. Y. 26; *Travers* v. *Dorr, supra; Murray* v. *Marshall, supra.* But this release is only to the extent that the mortgagor is a surety, the value of the land at the time of the release. *Spencer* v. *Spencer,* 95 N. Y. 353; *Bunnell* v. *Carter,* 14 Utah 100. Refusing to extend the release this far, the court in *North End Savings Bank* v. *Snow,* 197 Mass. 339, states the rule to be that the release is only for the amount to which, by reason of the extension, the security falls short of the sum due on the note. In the principal case the court applied a statute providing in substance that if the creditor impairs or suspends his remedies or rights against the principal the surety is completely exonerated. The question whether or not this statute was but merely declaratory of the common law was not considered by the court. It is submitted that there was a misapplication of the statute and an extension of it far beyond its proper scope. The court ignored the rule so aptly stated in *Murray* v. *Marshall, supra,* that the mortgagor can be discharged only so far as he is a surety; he holds that position only up to the value of the land, and beyond that is still the principal debtor without any remaining equities.

MUNICIPAL CORPORATIONS—MUNICIPALITY CAN ACT BEYOND BOUNDARIES ONLY WHEN EMPOWERED.—A tax district, bordering on the water front, had power given by statute to make improvements "within the district." It was proposed to create a park, including a pleasure pier, 50 feet of which was to lie within the boundaries of the district and to extend 750 feet beyond the exterior boundary lines of the district into the ocean. A taxpayer seeks to